

1 John K. Flock, California Bar No. 200183

2 jflock@zellaw.com

3 **ZELMS ERLICH & LENKOV**

4 20920 Warner Center Lane, Suite B

5 Woodland Hills, CA 91367

6 Phone: (480) 608-2114

7
8 Attorneys for Defendant,
9 Costco Wholesale Corporation

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Jeffrey Thurber,

Plaintiff,

v.

Costco Wholesale Corporation, a
Washington Corporation, DOE 1 (Store
Manager); and DOES 2-50, inclusive,

Defendants.

Case No. 5:25-cv-0005-DTB

**STIPULATED PROTECTIVE
ORDER**

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth in
2 Section XIII(C), below, that this Stipulated Protective Order does not entitle them to
3 file confidential information under seal; Civil Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that must be followed and the
5 standards that will be applied when a party seeks permission from the Court to file
6 material under seal.

7 **II. GOOD CAUSE STATEMENT**

8 This action is likely to involve trade secrets, pricing lists, commercial,
9 financial, technical and/or proprietary information for which special protection from
10 public disclosure and from use for any purpose other than prosecution of this action
11 is warranted. Such confidential and proprietary materials and information consist of,
12 among other things: (1) confidential business methods and procedures; (2)
13 information implicating third-party privacy rights; (3) confidential product
14 formulations; (4) confidential and/or proprietary manufacturing and/or production
15 specifications; and (5) information otherwise generally unavailable to the public, or
16 which may be privileged or otherwise protected from disclosure under state or
17 federal statutes, court rules, case decisions, or common law. Accordingly, to
18 expedite the flow of information, to facilitate the prompt resolution of disputes over
19 confidentiality of discovery materials, to adequately protect information the parties
20 are entitled to keep confidential, to ensure that the parties are permitted reasonable
21 necessary uses of such material in preparation for and in the conduct of trial, to
22 address their handling at the end of the litigation, and serve the ends of justice, a
23 protective order for such information is justified in this matter. It is the intent of the
24 parties that information will not be designated as confidential for tactical reasons
25 and that nothing be so designated without a good faith belief that it has been
26 maintained in a confidential, non-public manner, and there is good cause why it
27 should not be part of the public record of this case.

28 / / /

1 **III. DEFINITIONS**

2 A. Action: The instant action: *Jeffrey Thurber v. Costco Wholesale*
3 *Corporation*; Case No. 5:25-cv-0005-DTB.

4 B. Challenging Party: A Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 C. “CONFIDENTIAL” Information or Items: Information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
9 the Good Cause Statement.

10 D. Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 E. Designating Party: A Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 F. Disclosure or Discovery Material: All items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 G. Expert: A person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 H. House Counsel: Attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 I. Non-Party: Any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this action.

27 J. Outside Counsel of Record: Attorneys who are not employees of a
28 party to this Action but are retained to represent or advise a party to this Action and

1 have appeared in this Action on behalf of that party or are affiliated with a law firm
2 which has appeared on behalf of that party, and includes support staff.

3 K. Party: Any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 L. Producing Party: A Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 M. Professional Vendors: Persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 N. Protected Material: Any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 O. Receiving Party: A Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 **IV. SCOPE**

17 A. The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 B. Any use of Protected Material at trial shall be governed by the orders of
23 the trial judge. This Order does not govern the use of Protected Material at trial.

24 **V. DURATION**

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 **VI. DESIGNATING PROTECTED MATERIAL**

6 A. Exercise of Restraint and Care in Designating Material for Protection

7 1. Each Party or Non-Party that designates information or items for
8 protection under this Order must take care to limit any such designation to specific
9 material that qualifies under the appropriate standards. The Designating Party must
10 designate for protection only those parts of material, documents, items, or oral or
11 written communications that qualify so that other portions of the material,
12 documents, items, or communications for which protection is not warranted are not
13 swept unjustifiably within the ambit of this Order.

14 2. Mass, indiscriminate, or routinized designations are prohibited.

15 Designations that are shown to be clearly unjustified or that have been made for an
16 improper purpose (e.g., to unnecessarily encumber the case development process or
17 to impose unnecessary expenses and burdens on other parties) may expose the
18 Designating Party to sanctions.

19 3. If it comes to a Designating Party's attention that information or
20 items that it designated for protection do not qualify for protection, that Designating
21 Party must promptly notify all other Parties that it is withdrawing the inapplicable
22 designation.

23 B. Manner and Timing of Designations

24 1. Except as otherwise provided in this Order (see, e.g., Section
25 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
26 Material that qualifies for protection under this Order must be clearly so designated
27 before the material is disclosed or produced.

28 2. Designation in conformity with this Order requires the following:

1 a. For information in documentary form (e.g., paper or
2 electronic documents, but excluding transcripts of depositions or other pretrial or
3 trial proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
5 contains protected material. If only a portion or portions of the material on a page
6 qualifies for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

8 b. A Party or Non-Party that makes original documents
9 available for inspection need not designate them for protection until after the
10 inspecting Party has indicated which documents it would like copied and produced.
11 During the inspection and before the designation, all of the material made available
12 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
13 identified the documents it wants copied and produced, the Producing Party must
14 determine which documents, or portions thereof, qualify for protection under this
15 Order. Then, before producing the specified documents, the Producing Party must
16 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
17 If only a portion or portions of the material on a page qualifies for protection, the
18 Producing Party also must clearly identify the protected portion(s) (e.g., by making
19 appropriate markings in the margins).

20 c. For testimony given in depositions, that the Designating
21 Party identify the Disclosure or Discovery Material on the record, before the close
22 of the deposition all protected testimony.

23 d. For information produced in form other than document
24 and for any other tangible items, that the Producing Party affix in a prominent place
25 on the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL.” If only a portion or portions of the information
27 warrants protection, the Producing Party, to the extent practicable, shall identify the
28 protected portion(s).

1 C. Inadvertent Failure to Designate

2 1. If timely corrected, an inadvertent failure to designate qualified
3 information or items does not, standing alone, waive the Designating Party's right to
4 secure protection under this Order for such material. Upon timely correction of a
5 designation, the Receiving Party must make reasonable efforts to assure that the
6 material is treated in accordance with the provisions of this Order.

7 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 A. Timing of Challenges

9 1. Any party or Non-Party may challenge a designation of
10 confidentiality at any time that is consistent with the Court's Scheduling Order.

11 B. Meet and Confer

12 1. The Challenging Party shall initiate the dispute resolution
13 process under Local Rule 37.1 et seq.

14 C. The burden of persuasion in any such challenge proceeding shall be on
15 the Designating Party. Frivolous challenges, and those made for an improper
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
17 parties) may expose the Challenging Party to sanctions. Unless the Designating
18 Party has waived or withdrawn the confidentiality designation, all parties shall
19 continue to afford the material in question the level of protection to which it is
20 entitled under the Producing Party's designation until the Court rules on the
21 challenge.

22 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 A. Basic Principles

24 1. A Receiving Party may use Protected Material that is disclosed
25 or produced by another Party or by a Non-Party in connection with this Action only
26 for prosecuting, defending, or attempting to settle this Action. Such Protected
27 Material may be disclosed only to the categories of persons and under the conditions



1 described in this Order. When the Action has been terminated, a Receiving Party
2 must comply with the provisions of Section XIV below.

3 2. Protected Material must be stored and maintained by a
4 Receiving Party at a location and in a secure manner that ensures that access is
5 limited to the persons authorized under this Order.

6 B. Disclosure of “CONFIDENTIAL” Information or Items

7 1. Unless otherwise ordered by the Court or permitted in writing by
8 the Designating Party, a Receiving Party may disclose any information or item
9 designated “CONFIDENTIAL” only to:

10 a. The Receiving Party’s Outside Counsel of Record in this
11 Action, as well as employees of said Outside Counsel of Record to whom it is
12 reasonably necessary to disclose the information for this Action;

13 b. The officers, directors, and employees (including House
14 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
15 Action;

16 c. Experts (as defined in this Order) of the Receiving Party to
17 whom disclosure is reasonably necessary for this Action and who have signed
18 the “Acknowledgment and Agreement to Be Bound” (Exhibit A); d. The Court and
19 its personnel;

20 e. Court reporters and their staff;

21 f. Professional jury or trial consultants, mock jurors, and
22 Professional Vendors to whom disclosure is reasonably necessary or this Action and
23 who have signed the “Acknowledgment and Agreement to be Bound” attached as
24 Exhibit A hereto;

25 g. The author or recipient of a document containing the
26 information or a custodian or other person who otherwise possessed or knew the
27 information;



1 h. During their depositions, witnesses, and attorneys for
2 witnesses, in the Action to whom disclosure is reasonably necessary provided: (i)
3 the deposing party requests that the witness sign the “Acknowledgment and
4 Agreement to Be Bound;” and (ii) they will not be permitted to keep any
5 confidential information unless they sign the “Acknowledgment and Agreement to
6 Be Bound,” unless otherwise agreed by the Designating Party or ordered by the
7 Court. Pages of transcribed deposition testimony or exhibits to depositions that
8 reveal Protected Material may be separately bound by the court reporter and may
9 not be disclosed to anyone except as permitted under this Stipulated Protective
10 Order; and

14 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
15 **PRODUCED IN OTHER LITIGATION**

16 A. If a Party is served with a subpoena or a court order issued in other
17 litigation that compels disclosure of any information or items designated in this
18 Action as “CONFIDENTIAL,” that Party must:

19 1. Promptly notify in writing the Designating Party. Such
20 notification shall include a copy of the subpoena or court order;

21 2. Promptly notify in writing the party who caused the subpoena or
22 order to issue in the other litigation that some or all of the material covered by the
23 subpoena or order is subject to this Protective Order. Such notification shall include
24 a copy of this Stipulated Protective Order; and

25 3. Cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.

27 B. If the Designating Party timely seeks a protective order, the Party
28 served with the subpoena or court order shall not produce any information

1 designated in this action as “CONFIDENTIAL” before a determination by the Court
2 from which the subpoena or order issued, unless the Party has obtained the
3 Designating Party’s permission. The Designating Party shall bear the burden and
4 expense of seeking protection in that court of its confidential material and nothing in
5 these provisions should be construed as authorizing or encouraging a Receiving
6 Party in this Action to disobey a lawful directive from another court.

7 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
8 BE PRODUCED IN THIS LITIGATION**

9 A. The terms of this Order are applicable to information produced by a
10 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
11 produced by Non-Parties in connection with this litigation is protected by the
12 remedies and relief provided by this Order. Nothing in these provisions should be
13 construed as prohibiting a Non-Party from seeking additional protections. B. In the
14 event that a Party is required, by a valid discovery request, to produce a Non-Party’s
15 confidential information in its possession, and the Party is subject to an agreement
16 with the Non-Party not to produce the Non-Party’s confidential information, then
17 the Party shall:

18 1. Promptly notify in writing the Requesting Party and the Non-
19 Party that some or all of the information requested is subject to a confidentiality
20 agreement with a Non-Party;

21 2. Promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 3. Make the information requested available for inspection by the
25 Non-Party, if requested.

26 C. If the Non-Party fails to seek a protective order from this court within
27 14 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and
5 expense of seeking protection in this court of its Protected Material.

6 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED
7 MATERIAL**

8 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
9 disclosed Protected Material to any person or in any circumstance not authorized
10 under this Stipulated Protective Order, the Receiving Party must immediately (1)
11 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
12 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
13 the person or persons to whom unauthorized disclosures were made of all the terms
14 of this Order, and (4) request such person or persons to execute the
15 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit
16 A.

17 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR
18 OTHERWISE PROTECTED MATERIAL**

19 A. When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without
24 prior privilege review. Pursuant to Federal Rule of Evidence
25 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
26 of a communication or information covered by the attorney-client privilege or work
27 product protection, the parties may incorporate their agreement in the Stipulated
28 Protective Order submitted to the Court.

1 **XIII. MISCELLANEOUS**

2 A. Right to Further Relief

3 Nothing in this Order abridges the right of any person to seek its modification
4 by the Court in the future.

5 B. Right to Assert Other Objections

6 By stipulating to the entry of this Protective Order, no Party waives any right
7 it otherwise would have to object to disclosing or producing any information or item
8 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
9 waives any right to object on any ground to use in evidence of any of the material
10 covered by this Protective Order.

11 C. Filing Protected Material

12 A Party that seeks to file under seal any Protected Material must comply with
13 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
14 court order authorizing the sealing of the specific Protected Material at issue. If a
15 Party's request to file Protected Material under seal is denied by the Court, then the
16 Receiving Party may file the information in the public record unless otherwise
17 instructed by the Court.

18 **XIV. FINAL DISPOSITION**

19 A. After the final disposition of this Action, as defined in Section V,
20 within sixty (60) days of a written request by the Designating Party, each Receiving
21 Party must return all Protected Material to the Producing Party or destroy such
22 material. As used in this subdivision, "all Protected Material" includes all copies,
23 abstracts, compilations, summaries, and any other format reproducing or capturing
24 any of the Protected Material. Whether the Protected Material is returned or
25 destroyed, the Receiving Party must submit a written certification to the Producing
26 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
27 deadline that (1) identifies (by category, where appropriate) all the Protected
28 Material that was returned or destroyed and (2) affirms that the Receiving Party has

1 not retained any copies, abstracts, compilations, summaries or any other format
2 reproducing or capturing any of the Protected Material. Notwithstanding this
3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
5 deposition and trial exhibits, expert reports, attorney work product, and consultant
6 and expert work product, even if such materials contain Protected Material. Any
7 such archival copies that contain or constitute Protected Material remain subject to
8 this Protective Order as set forth in Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13
14 DATED: January 16, 2025

DOWNTOWN LA LAW GROUP

15
16
17 By:

18 
19 Ashley B. Sura
20 Attorneys for Plaintiff,
21 JEFFREY THURBER

22 DATED: January 16, 2025

ZELMS ERLICH & LENKOV

24
25 By:

26 
27 JOHN K. FLOCK
28 Attorneys for Defendant.
Costco Wholesale Corporation

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 21, 2025

David T. Bristow

HON. DAVID T. BRISTOW
United States Magistrate Judge





EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ **[insert formal name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 20920 Warner Center Lane, Suite B, Woodland Hills, California 91367

On January 16, 2025 I served true copies of the following document(s) described as

STIPULATED PROTECTIVE ORDER

on the interested parties in this action as follows:

<p>Ashley B. Sura, Esq. Downtown LA Law Group 910 S. Broadway Los Angeles, CA 90015 (213) 389-3765 Phone (877) 389-2775 Fax ashley.sura@downtownlalaw.com America@downtownlalaw.com</p>	<p><i>Attorneys for Plaintiff, Jeffrey Thurber</i></p>
---	--

[X] BY E-MAIL, the foregoing above-described document(s) were electronically served to the above-mentioned party. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission. We will provide a physical copy, upon request only.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 16, 2025, at Woodland Hills, California.

Candice Jacobsen

Type or Print Name

Candice Jacobsen

Signature